

T'S & C'S

Military History Tours Limited are historians offering an exceptional service in their chosen areas of military history. Like any business it is necessary to have contractual terms and conditions in place so that all parties know where they stand should certain circumstances arise.

Click to download a copy of the [MHT terms & conditions](#)

- Terms and conditions:
 1. The contract is governed by the courts of England & Wales.
 2. Tours officially begin at the destination airport/port/train station even if guests are met at a UK airport/port/train station and a guide accompanies guests over to the destination airport.
 3. If a guest fails to be at the start point at the appointed time Military History Tours Limited (known hereafter as MHT) accepts no liability for the guest. The tour must start on time.
 4. Tour gathering time is 09:30 at the destination airport, eg Berlin, unless communicated in writing by e mail by MHT
 5. Guests are responsible for their own flights/Eurostar and the contract directly excludes any liability regarding flights/Eurostar (flight/Eurostar prices are not included as prices vary considerably depending on when they are booked).
 6. All risk rests with the guest regarding such flights.
 7. If flights are cancelled by your chosen carrier (for whatever reason, whether industrial action/weather/etc) then MHT carry no responsibility for getting guests to the commencement location of the tour (i.e. the destination airport).
 8. If flights are cancelled it is at the discretion of MHT to transfer the guest booking to another equally priced trip at a later date (or the guest can pay the difference for a more expensive trip). Please note MHT reserves the right to deduct any unavoidable third party charges, such as hotel cancellation fees, so if a trip is transferred there may be an additional charge to cover the unavoidable third party charges.
 9. MHT is to determine the extent and meaning of the term 'unavoidable third party charge'.
 10. If a guest misses their flight and fail to make the official meeting point at the destination airport at the start of the tour then MHT is under no obligation to offer any form of refund or transfer the booking to a later trip.
 11. If a guest has their flight delayed and does not arrive at the official meeting point at the allotted time at the destination airport (e.g. if their flight was delayed) then MHT is under no obligation to go to any additional expense to enable the guest to join the tour. If the guest books a return flight that requires them to be at an airport at a time later than the MHT itinerary it is the guest's responsibility to either rebook the flight and at their own cost or make their flight connection by depart from the group earlier and at their own cost. MHT is not responsible. Guests are advised to check with MHT before they book any flights.

12. If flights are delayed and additional costs (such as transport/accommodation) are incurred which are beyond the control of MHT then MHT reserves the right to charge any reasonable additional costs to the travelling guests. Such charges need to be paid at the time and directly by the guest for the guest to continue their participation on the tour. MHT reserve the right to determine 'reasonable costs'.
13. If MHT cancels a trip then guests will receive a refund for the cost of the trip booked with MHT. Flights and any consequential economic loss, whether foreseeable or otherwise, will not be met by MHT. This clause specifically means when MHT cancels in a situation it can control.
14. If MHT cancels a trip due to adverse weather conditions or any other circumstances reasonably considered beyond its control guests will be offered a place on the next available trip of the same nature – or, subject to availability, another one of the same price. Guests may pay the difference and go on a higher priced trip, subject to availability. Guests will not be refunded.
15. If MHT makes any offers linked to cancellations they are purely discretionary and not contractual.
16. Deposits. Each trip booking is confirmed by the guests by paying a non-refundable deposit.
17. Payment of a deposit by a guest is deemed to be full acceptance of these terms and conditions.
18. Guests are not at liberty to vary MHT's terms and conditions in any way.
19. All deposits are non refundable and any bank fees are to be paid by the guest, not MHT.
20. The instalment payment is due no later than 12 weeks prior to the trip date.
21. The full balance must be paid no later than 4 weeks before the trip.
22. If a guest cancels more than 6 months before the trip just the deposit is forfeited. If between 6 months and 12 weeks the intermediary amount, e.g. £200, is due and payable. Between 12 weeks and the day of the trip then the entire balance is due. Notice is only valid when acknowledged in writing by MHT.
23. MHT is not responsible for actions of 3rd party suppliers, such as accommodation and transport providers. Guests accept MHT will endeavour to rectify any itinerary changes brought about by circumstances outside of the control of MHT but will not be held responsible for such contractual 3rd party actions nor any consequential economic loss, foreseeable or otherwise, suffered by guests – for example train delays mean the return home flight is missed then MHT is in no way liable. Also, MHT is not responsible for guests not conducting due care and attention when on public transport and guests will need to incur any additional charges e.g. failure to get off a bus/train and there is cost to rejoin the group.
24. MHT will return guests to the foreign airport/port/train station and at such point the tour is concluded.
25. It is a term of the contract that guests take out adequate holiday insurance and MHT is not responsible for checking if guests have done so nor are they responsible for the

guests should circumstances arise from actions of guests which require remedies often covered by personal holiday insurance.

26. MHT also recommends the appropriate European Medical Forms are carried.
27. Where airport transfers are included MHT reserves the right to use public transport even when private transport may be listed on the itinerary.
28. Where a hotel is given as the selected hotel if MHT deems it necessary it will substitute the venue for a comparable one should circumstances dictate, MHT is to be the sole party to decide.
29. If any guest acts to the detrimental enjoyment of the trip for other guests (as decided by the MHT representative) they will be warned once then their participation on the trip will be terminated. Any incidental/additional expenses will be paid by the guest, not MHT.
30. No contract is formed for any booking until MHT makes an offer of a place on a trip, a deposit is paid (thereby accepting MHT's terms and conditions in full) and then the booking is acknowledged by MHT.
31. MHT reserves the right to appoint any tour guide it deems appropriate to cover the necessary historical subject matter and guests are not guaranteed any specific guide and have no redress in such matter.
32. MHT seeks to place guests in the stipulated accommodation which may be changed at MHT's discretion.
33. No variations of these terms are allowed but may be merely discretionary offers from MHT and are subject to withdrawal without any liability whether foreseeable or otherwise.
34. If there is any doubt as to the meaning of any terms and conditions MHT reserves the right to be the party who makes any final decision on the matter.
35. Where we contract with any parties MHT's terms & conditions are deemed to prevail and this term cannot be contracted to the contrary.
36. These terms and conditions are subject to periodical alteration and MHT reserves to make whatever amendments it deems necessary.